

STATE OF ALABAMA)
)
SHELBY COUNTY)

517

THIS AGREEMENT, made and entered into between ALABAMA POWER COMPANY, a corporation (hereinafter referred to as Licensor), and Alabaster Industries (hereinafter referred to as Licensee);

WITNESSETH:

WHEREAS, Licensor has acquired and is the owner of an easement or right of way which embraces, among other rights, the right to construct, operate and maintain electric transmission lines and all telegraph and telephone lines, towers, poles and appliances necessary or convenient in connection therewith upon, under, over and across a strip of land 100 in width, which strip is a part of a tract of land situated in Shelby County, Alabama, and is particularly described in that certain deed or easement executed by R. E. Bowdon and wife, Mrs. R. E. Bowdon on January 1, 1913 as recorded in deed Book 48, at Page 627, in the Office of the Judge of Probate of Shelby County, Alabama. Reference is hereby expressly made to such record for a particular description of such easement or right of way; and

WHEREAS, Licensee recognizes that Licensor has heretofore constructed and is presently operating and maintaining electric transmission lines, towers, poles, appliances and fixtures on such easement and has the right and authority under that certain deed referred to above to construct, operate and maintain electric transmission lines and all telegraph and telephone lines, towers, poles and appliances necessary or convenient in connection therewith; and

WHEREAS, Licensee is the owner of, or the owner of an interest in, the servient estate of the strip of land embraced in such easement and desires to use portions of said easement as a driveway and parking area, as shown on Exhibit "A", attached hereto and made a part hereof, such driveway and parking area being hereinafter sometimes called the Encroachment; and



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WHEREAS, the continued maintenance of such Encroachment does and will benefit Licensee in the use of the tract of land of which such strip of land is a part and will inconvenience, burden and interfere with Licensors in the exercise of its rights in and to such easement and will increase the risks imposed upon it in connection with the exercise of such rights in and to such easement;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and in further consideration of the sum of One Dollar (\$1.00) in hand paid by the Licensee to the Licensors, the receipt whereof is hereby acknowledged, it is hereby agreed and covenanted between the parties hereto as follows:

1. Licensors hereby expressly consents to Licensee's maintenance of such Encroachment upon said strip of land, subject to the terms of this agreement.

2. Licensee will secure and maintain at its expense, a policy of public liability insurance in a form acceptable to Licensors and in a corporation which is qualified to do business in the State of Alabama and which is acceptable to Licensors, which policy shall insure Licensors against and hold it harmless from any and all liability which Licensors may incur as the result of any personal injuries, death to persons or damage to or destruction of property, whenever occurring, suffered or allegedly suffered by Licensee, its employees, tenants, invitees, licensees, or any other persons whomsoever, based upon or growing out of the ownership, use or occupancy of said strip of land or the construction, operation or maintenance of such electrical facilities on said strip of land by Licensors, caused, occasioned, or contributed to by the negligence of Licensee, its agents, servants, employees, tenants, invitees, licensees, or any other persons whomsoever, and even though caused, occasioned or contributed to by the negligence, sole or concurrent, of the Licensors, its agents, servants or employees. Such policy shall provide coverage to Licensors by naming Alabama Power Company as an additional assured against risk of such liability in the amount no less than 300,000.00 Dollars for each occurrence, personal injury or injuries, death to persons and/or damage to or destruction of property or properties, and shall contain a



provision that such policy will not be terminated as to Licensor until Licensor shall have been given at least ninety (90) days notice in writing of the date on which such policy will be terminated. Licensee will furnish Licensor with either a certified copy of such policy or other sufficient evidence thereof within thirty (30) days after the execution of this agreement and on each subsequent renewal date of such policy.

3. Licensee agrees and covenants that neither by the occupancy of such portions of said strip of land with such Encroachment, nor in any other way, has it claimed or is it claiming: (1) adversely to Licensor in its ownership of such easement, or (2) the right to maintain such Encroachment on such strip of land, but that the maintenance of such Encroachment by Licensee on said strip of land is with the recognition of the superior easement of Licensor, including the right of Licensor to place additional facilities hereafter on such strip of land.

4. Licensee agrees that in the use of said easement as designated herein or in any other manner, it will not in any way cause the transmission lines, telegraph and telephone lines, or any other structures or electrical equipment of Licensor now or hereafter located on such strip of land to become or remain in violation of the requirements of the National Electrical Safety Code as to clearances between electrical conductors and ways accessible to pedestrians and vehicles. The said National Electrical Safety Code herein referred to is more specifically described as "Installation and Maintenance of Electric Supply and Communication Lines, Safety Rules and Discussion," as published by the United States Department of Commerce, National Bureau of Standards, Handbook H-81, and amendments thereto or revisions thereof as made from time to time.

5. Licensee agrees that in the event Licensor notifies it in writing that said Encroachment, or any part thereof, on said easement must be removed from said easement to permit Licensor's construction, operation or maintenance of electric transmission lines, telegraph or telephone lines, or other structures and facilities on such easement, Licensee, in such event, will immediately cause all said Encroachment, or designated parts thereof, on such strip of land to be removed therefrom for a period of time requested



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by Licensor in order to enable Licensor to perform construction or maintenance work on such easement.

6. Licensee further agrees and covenants that it will construct and maintain at its own expense and in a manner satisfactory to and approved by Licensor, a concrete curb, barricade, fender or other adequate protective structure around each tower, pole, guy wire, or other work now existing on said easement within or enclosed by the present boundaries of the property owned by Licensee

and each tower, pole or other work which Licensor may construct in the future on such strip of land within said boundaries in order to protect the same against damage from vehicles driven or parked thereon.

7. Licensee further agrees and covenants that it will, within sixty (60) days from the date of Licensor's written notice to it, permanently remove such encroachment, or designated parts thereof, from such strip of land. In the event such written notice requests permanent removal of all of such Encroachment, this agreement shall be considered canceled and terminated when said removal is properly completed within said sixty (60) day period. In the event Licensee shall fail, within sixty (60) days after such notice is so mailed, to remove such Encroachment, or designated parts thereof, Licensor is hereby given the express privilege, power and authority to remove the same or any part thereof, to the property of Licensee outside Licensor's easement or right of way without incurring any liability to Licensee on account of any loss thereby sustained, including any liability for failure to maintain lateral support or liability for damage to the remainder of Licensee's property resulting from such removal even though Licensor is deemed negligent in such removal.

Licensee agrees and covenants that it will in such event promptly reimburse Licensor for the reasonable expense incurred in said removal.

8. Licensee agrees and covenants upon Licensor's request to give to Licensor, its agents, servants or employees, a full and complete release, satisfaction and discharge of all claims which it may have against Licensor, its agents, servants or employees, arising out of or resulting from any use by Licensor of that portion of its easement over

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and across said lands of Licensee, or any damage to Licensee's property, real and/or personal, caused during the removal authorized above in Paragraph 7, and to pay or cause to be paid all costs and expenses incurred by Licensor, its agents, servants or employees, in the repair of its facilities and expenses and attorney's fee incurred in defending any action which may be brought against Licensor, its agents, servants or employees, by reason of the matters contained herein.

9. Licensee agrees and covenants that: (1) in the use of said easement or right of way of Licensor, no flammable material, liquid or solid, will be stored or used on said easement or right of way; (2) any use of Licensor's easement or right of way not expressly agreed to herein is prohibited; (3) it will reimburse Licensor for the cost of any relocations or revisions of electrical facilities necessitated by the Encroachment; (4) no building of metal construction or otherwise, will be situated or maintained on any part of Licensor's easement or right of way; (5) no vehicles permitted to be parked on Licensor's easement or right of way will be over twelve and one-half feet (12 1/2') in height. No lighting standards will be installed on Licensor's easement or right of way.

10. Notice herein referred to shall be deemed to be given by Licensor if the same is in writing and addressed to the Licensee at
Alabaster, Alabama,
and posted in the United States mail with postage prepaid.

11. It is understood and agreed between the parties hereto that all the undertakings and covenants herein are to be construed and intended as covenants which run with the land and are to be binding upon, enforceable against, and inure to the benefit of the parties hereto, their executors, administrators, successors and assigns.

12. Wherever in this agreement the term Licensor or Licensee is used, such term shall be deemed to include their respective executors, administrators, successors or assigns.

13. Licensee agrees to erect and maintain no throughfare signs at both drive entrances to the right of way.



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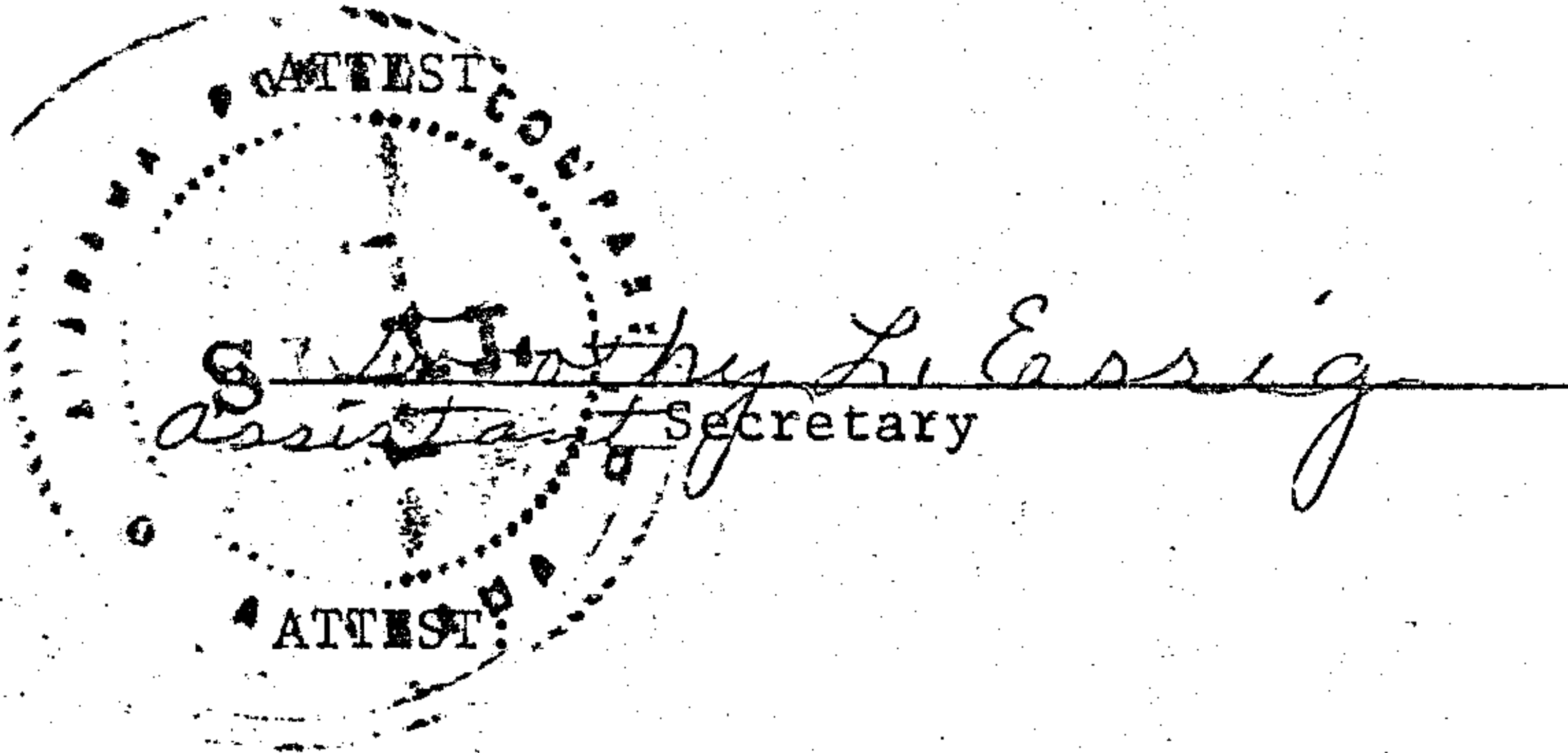
IN WITNESS WHEREOF, the parties hereto have executed this
instrument and affixed their seals on this the 30th day of
July, 1976.

ALABAMA POWER COMPANY, Licenser

By William O. Whitt
Senior Vice President

APPROVED AS
TO TERMS AND
DESCRIPTION } By M. D. S. D.
ASST. MGR. LAND DEPT.

Alabaster Industries
by Arthur G. Powell V.L. Mfg
Licensee



Bele Joyce Chenoweth

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STATE OF Alabama)

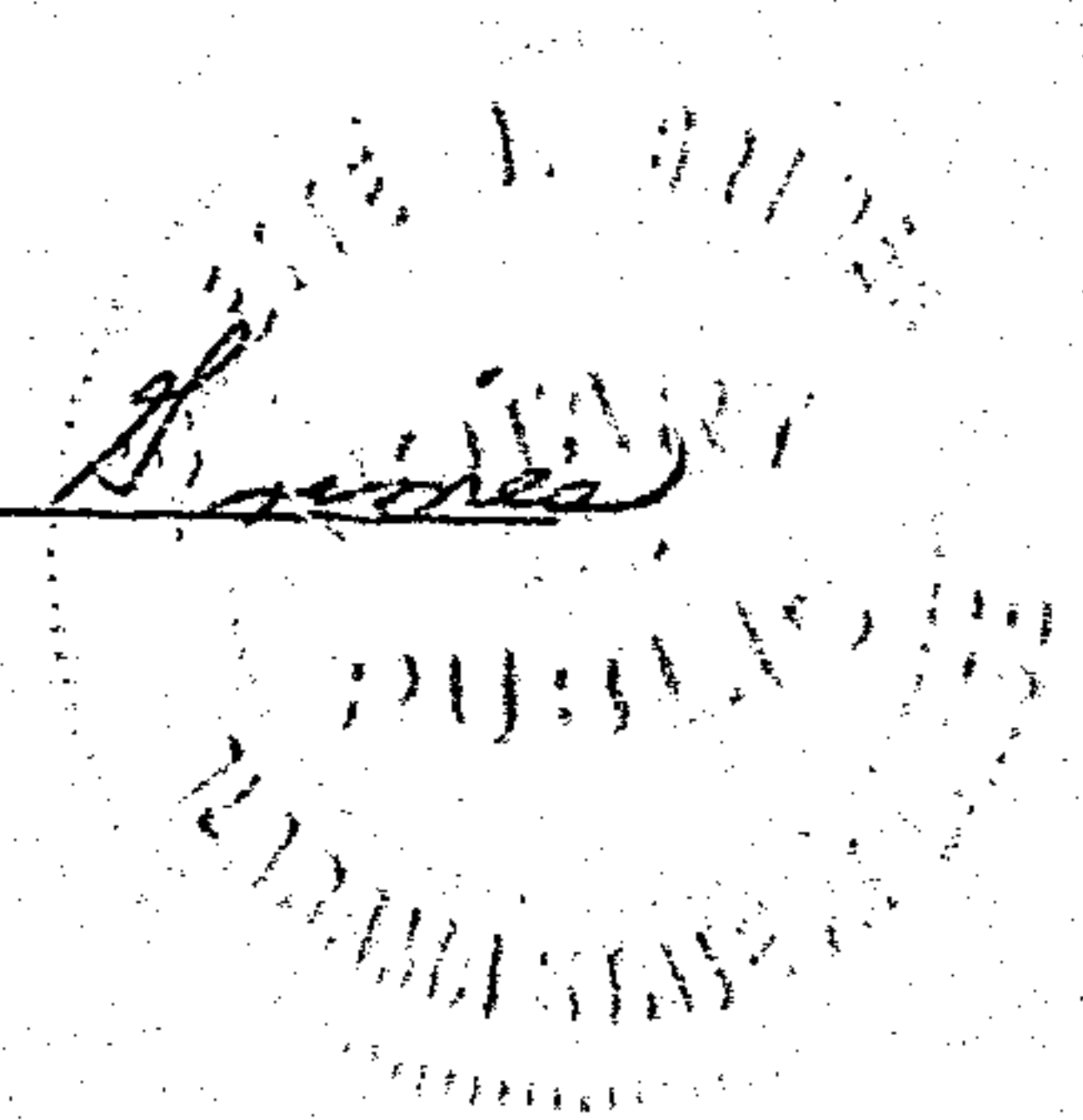
COUNTY OF Shelby)

I, Jeanette M. Humes, a Notary Public, in and for said County, in said State, hereby certify that Arthur H. Powell, whose name as Vice President of Mfg of Alabaster Industries, Inc., a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 30 day of

July, 1976.

Jeanette M. Humes
Notary Public



STATE OF ALABAMA)

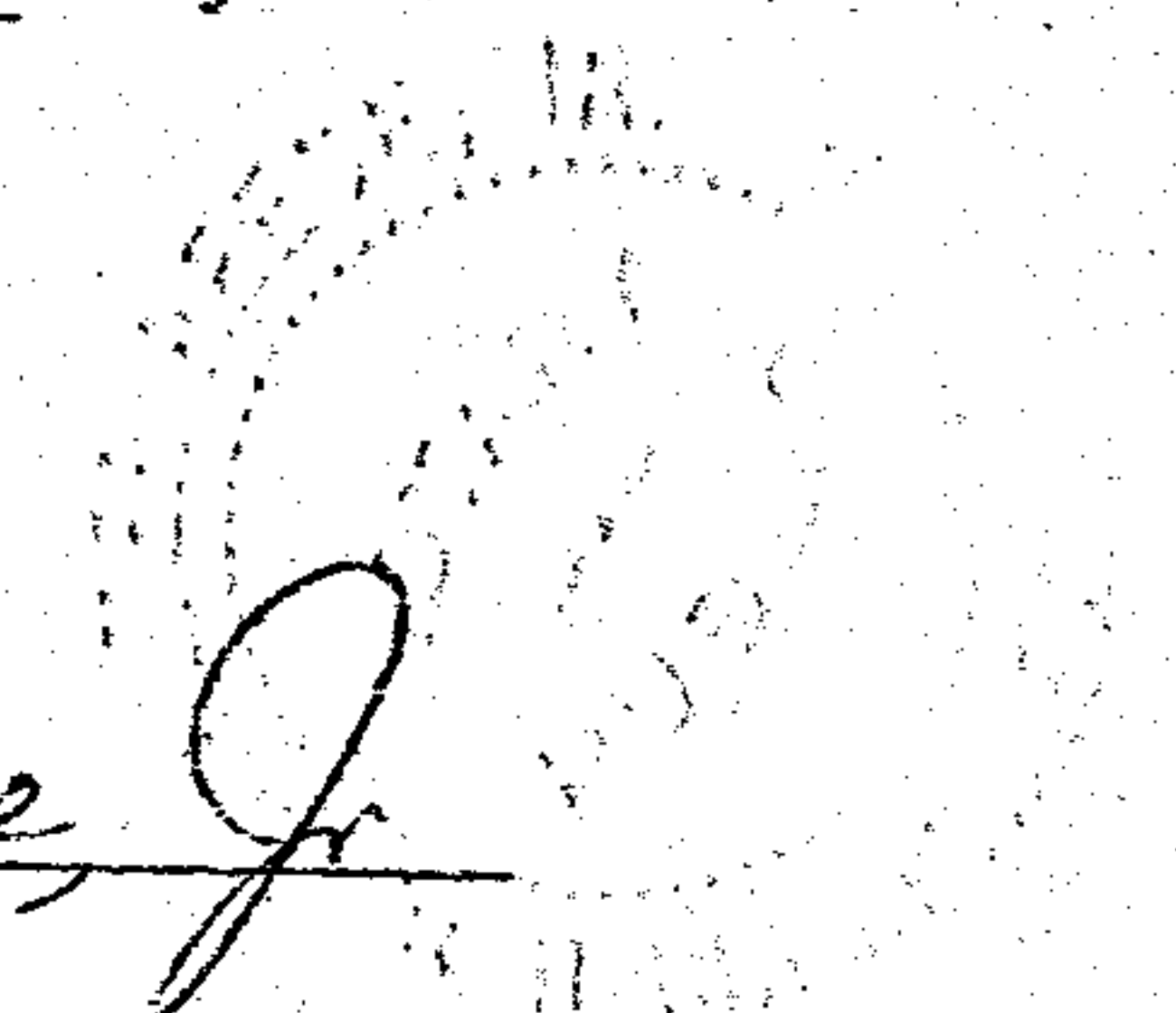
JEFFERSON COUNTY)

I, Halter Reese, Jr., a Notary Public, in and for said County, in said State, hereby certify that William O. Smith, whose name as Senior Vice President of ALABAMA POWER COMPANY, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 23rd day of

August, 1976.

Halter Reese, Jr.
Notary Public



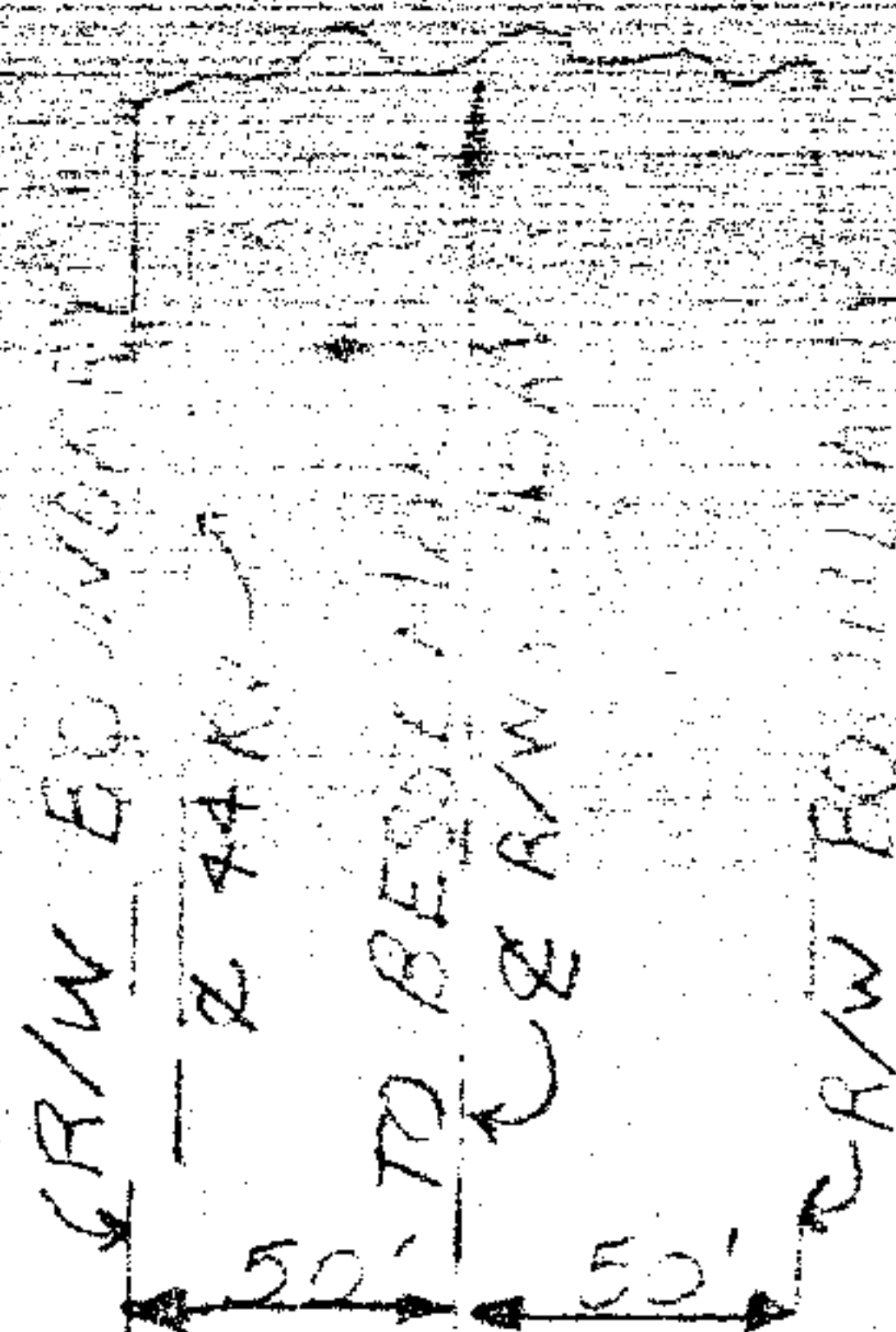
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SHELBY CO. HWY #66

STA 1471 + 41

POLE #176 STA 1470 + 80

STR # 203 STA 1470 + 71

115 KV COND HT = 50'

POLE #197 STA 1468 + 30
44 KV COND HT = 27'

STA 1468 + 96

CONCRETE PAD 1468 + 54 - 14

TRANSFERENCE 1468 + 44

MOTOR SHED 1468 + 14 - 146

CONCRETE PAD 1468 + 06

44 KV COND HT = 24'

115 KV COND HT = 41'

MOTOR SHED, HT = 6.0', 1466 + 12

MOTOR SHED, HT = 6.0', 1466 + 53

STR # 198 STA 1466 + 30
COND HT = 27'

MOTOR SHED, HT = 6.0', 1465

EAST EDGE OF GRAVEL PAR

WALL LINE OF MAIN BLDG

44 KV COND HT = 24'

CONCRETE WALK, 4' WIDE
PARALLEL & 2' FROM EDGE

STR # 202 STA 1464 + 32

STA 1464 + 06

POLE # 199 STA 1463 + 70

DRIVEWAY

TO LAY
DAM

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DRAWN _____ CHECKED _____

APPROVED RL Rollings

APPROVED _____

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#66

2+54 - 1468+66

7+44

+14 - 1468+26, HT=6'

68+06

1466+73 - 1466+8

1466+58 - 1466+66

2', 1465+59 - 1465+85

VEL PARK AREA

N. BLDG

4' WIDE, 1463+35 - 1468+68
FROM EDGE OF R/W

Conrad M. Johnson
JUDGE OF PROBATE

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1976 OCT 19 PM 2:43

REF: C-4077 #15
AX-193848

R/W PARCEL #77
COND HT. MEASUREMENTS
MADE AT 70°F.

= CLEARANCES =

PARKING AREA	NESC	MEASURED AT 70°	CALCULATED AT 72°
115KV	27.1'	41.0'	32.0'
44KV	22.1'	24.0'	—

ALABAMA POWER COMPANY	
JOB <u>BESSEMER - LAY DAM 115 & 44KV T.L.</u>	
DETAIL <u>ALAFAYETTE PLASTICS CORP. ENCROACHMENT</u>	
SCALE <u> </u>	B/M <u> </u>
SHEET / OF / SHEETS	F-190-26
SUPERSEDES	

ED TRACED SJS
DATE 7-16-76
DATE